

ORDINANCE No.

118094

COUNCIL BILL No.

111186

The City of Seattle--L

AN ORDINANCE relating to the City of Seattle, granting an easement for ingress and egress of utilities upon, under, and across the northwest quarter of Section 10, T1N2E, Range 4 East, W.M., in King County (P.M.#230410-2-304).

INDEXED

REPORT OF C

ole President:

Your Committee on _____

to which was referred the within Council Bill No. _____
report that we have considered the same and respectfully

COMPTROLLER FILE No. _____

Introduced: <u>MAR 2 5 1999</u>	By: <u>PAGELER</u>
Referred: <u>MAR 1 5 1999</u>	To: <u>UTILITIES & ENVIRONMENTAL MANAGEMENT COMMITTEE</u>
Referred:	To:
Referred:	To:
Reported: <u>APR 15 1999</u>	Second Reading: <u>APR 15 1999</u>
Third Reading: <u>APR 15 1999</u>	Signed: <u>APR 15 1999</u>
Presented to Mayor: <u>APR 15 1999</u>	Approved: <u>APR 15 1999</u>
Returned to City Clerk: <u>APR 18 1999</u>	Published: <u>Site</u>
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained: <u>(C)</u>

US5047



Committee

DF:df
February 15, 1994
granted\Tukwila\Ord
(Ver.2)

ORDINANCE

118094

AN ORDINANCE relating to the City Light Department, granting an easement for ingress, egress and utilities upon, under, and across the City of Seattle's Transmission Line Right-of-Way in the northwest quarter of Section 10, Township 23 North, Range 4 East, W.M., in King County, Washington (P.M.#230410-2-304).

WHEREAS, the City of Tukwila has requested the connection to the City of Seattle Water Department's watermain located at South 112th Street and East Marginal Way South; and

WHEREAS, the Superintendent of City Light has recommended the grant of an easement for ingress, egress and utilities across the City of Seattle's Transmission Line Right-of-Way; and

WHEREAS, the City of Tukwila will construct and maintain said easement; NOW THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That for and in consideration of Nine Hundred Forty-Five and No/100 Dollars (\$945.00) for deposit in the City Light Fund, the Superintendent of City Light is authorized to execute for and on behalf of the City of Seattle an easement for ingress, egress and utilities substantially in the form attached hereto as Exhibit "A", upon, under and across the following described property:

A strip of land 10.00 feet in width over, under and across a portion of the City of Seattle Transmission Line right-of-way as provided for by City of Seattle Ordinance No. 82986, situated in the northwest quarter of Section 10, Township 23 North, Range 4 East, W.M., lying 5 00 feet on each side of the following described centerline:

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

DF:df
February 15, 1996
granted\Tukwila Ord
(Ver.2)

1 Commencing at the northwest corner of said Section
2 10;
3 thence South 87°41'10" East, along the north line of
4 the northwest quarter of said Section 10, a
5 distance of 627.55 feet to the easterly margin
6 of East Marginal Way South as established by
7 instrument recorded under King County Auditor's
8 File No. 1004995;
9 thence South 15°38'32" East, along said easterly
10 margin, 45.10 feet to the TRUE POINT OF
11 BEGINNING of said centerline description (said
12 point of beginning being at Station 9+08.47,
13 Right 45.00 feet per City of Tukwila East
14 Marginal Way South water line replacement
15 drawing by Penhallegon Associates Sheet No. 7
16 and 31.);
17 thence North 31°30'20" East, 41.72 feet to the
18 southerly margin of the City of Seattle Water
19 Department Cedar River pipeline right-of-way as
20 established by action of the King County
21 Superior Court under Cause No. 121648, Verdict
22 No. 128 on September 9, 1927 and the TERMINUS
23 said centerline description.

24 Section 2. Any act pursuant to the authority of this
25 ordinance and prior to its effective date is hereby ratified
26 and confirmed.
27
28

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
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1 Section 3. This ordinance shall take effect and be in
2 force thirty (30) days from and after its approval by the
3 Mayor, but if not approved and returned by the Mayor within
4 ten (10) days after presentation, it shall take effect as
5 provided by Municipal Code Section 1.04.020.

6 Passed by the City Council the 15 day of April,
7 1996, and signed by me in open session in authentication of
8 its passage this 15 day of April, 1996.

9 Jan Prago
10 Jan Prago, President
Seattle City Council

11 Approved by me this 18 day of April, 1996.

12 Norman B. Rice
13 Norman B. Rice, Mayor

14
15 Filed by me this 18 day of April, 1996.

16
17 By Jessie E. Pappin
Deputy Clerk

18
19
20
21 (Seal)
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23
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25
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27
28

EASEMENT AGREEMENT
(Ingress, Egress and Utilities)

P.M.#230410-2-304

THIS AGREEMENT, between the CITY OF SEATTLE, a municipal corporation, hereinafter referred to as the "City", and the CITY OF TUKWILA, a municipal corporation, hereinafter referred to as the "Grantee", WITNESSETH:

That for and in consideration of Nine Hundred Forty-Five and No/100 Dollars (\$945.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns, an ingress, egress and utilities easement for watermain purposes upon, under and across the following described property:

A strip of land 10.00 feet in width over, under and across a portion of the City of Seattle Transmission Line right-of-way as provided for by City of Seattle Ordinance No. 82986, situated in the northwest quarter of Section 10, Township 23 North, Range 4 East, W.M., in King County, Washington, lying 5.00 feet on each side of the following described centerline:

Commencing at the northwest corner of said Section 10; thence South 87°41'10" East, along the north line of the northwest quarter of said Section 10, a distance of 627.55 feet to the easterly margin of East Marginal Way South as established by instrument recorded under King County Auditor's File No. 1004995;

thence South 15°38'32" East, along said easterly margin, 45.10 feet to the TRUE POINT OF BEGINNING of said centerline description (said point of beginning being at Station 9+08.47, Right 45.00 feet per City of Tukwila East Marginal Way South water line replacement drawing by Penhallegon Associates Sheet No. 7 and 31.);

thence North 31°30'20" East, 41.72 feet to the southerly margin of the City of Seattle Water Department Cedar River pipeline right-of-way as established by action of the King County Superior Court under Cause No. 121648, Verdict No. 128 on September 9, 1927 and the TERMINUS said centerline description.

(All as shown on Penhallegon Associates Consulting Engineers, Inc. drawing for Job No. 94413.50 dated 12/18/95, attached as Exhibit "A" and by this reference made a part hereof.)

Subject to the following terms and conditions:

1. The grantee shall construct and maintain the facilities within said easement at its sole cost and expense.
2. The Grantee shall not at any time interfere with the City's access to and over said easement area.
3. No buildings or structures shall be placed on the easement property.
4. The Grantee agrees to assume all liability for any damage caused to the City's transmission line facilities arising out of or resulting from Grantees' use of the herein described property.

FILED
CITY OF SEATTLE
96 MAY 20 AM 11:59
CITY CLERK

LEGAL DESCRIPTION
BY _____
CHK _____

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

9605060306

5. Should any of the City's facilities be damaged or disturbed by reason of the construction, maintenance, operation or use of said easement, the City may repair such facilities and the Grantee shall pay the cost of such repair.

6. The Grantee agrees that the City shall not be liable for any loss or damage done to said easement by reason of any construction, maintenance, alteration or improvements performed on said property by the City, its agents or representatives.

7. Grantee covenants and agrees that neither it, nor its contractors or agents, will store, dump, bury or transfer any hazardous substances, flammable materials, inoperable vehicles, chemicals, oils, fuels, or containers for said substances, chemicals, oils, fuels, etc., on the premises; and further agrees to observe all environmental laws of the State of Washington, City of Seattle, or any other governmental subdivision having regulatory authority over such activities on the premises.

8. The Grantee agrees to protect and save harmless the City of Seattle from all claims, actions or damages of every kind and description which may accrue from or be suffered by reason of permittee's use of the right-of-way, or the performance of any work in connection with its use; and in case of any such suit or action being brought against said City, or damages arising out of or by reason of any of the above causes, the permittee shall, upon notice to permittee of commencement of such action, defend the same at permittee's sole cost and expense and will fully satisfy any judgment after the said suit shall have been finally determined, if adversely to the City, excepting any and all claims, actions or damages of any kind which may accrue out of the negligence of the City of Seattle, City Light Department.

9. In the event the easement herein granted be abandoned by the Grantee, its successor and assign, this easement shall terminate and revert to the City, its successor or assign.

IN WITNESS WHEREOF, the CITY OF SEATTLE has caused these presents to be executed by the Superintendent of City Light, thereunto duly authorized, pursuant to Ordinance 118094 on this 1st day of May, 1996.

CITY OF SEATTLE,
a municipal corporation

CITY OF TUKWILA,
a municipal corporation

By: Gary Zarker
Gary Zarker, Superintendent
City Light Department

By: John W. Rants
John W. Rants, Mayor

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

9605060306

STATE OF WASHINGTON)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that GARY ZARKER signed this instrument, and on oath stated that he was authorized to execute this instrument and acknowledged it as Superintendent of City Light of the City of Seattle to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date MAY 6 1996

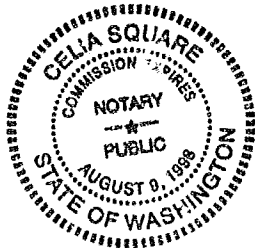


David Flores
NOTARY PUBLIC in and for the
State of Washington
residing at Seattle
My Commission Expires: 9/15/99

STATE OF WASHINGTON)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that JOHN W. RANTS signed this instrument, and on oath stated that he was authorized to execute this instrument and acknowledged it as the Mayor of the City of Tukwila to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date 3-11-96



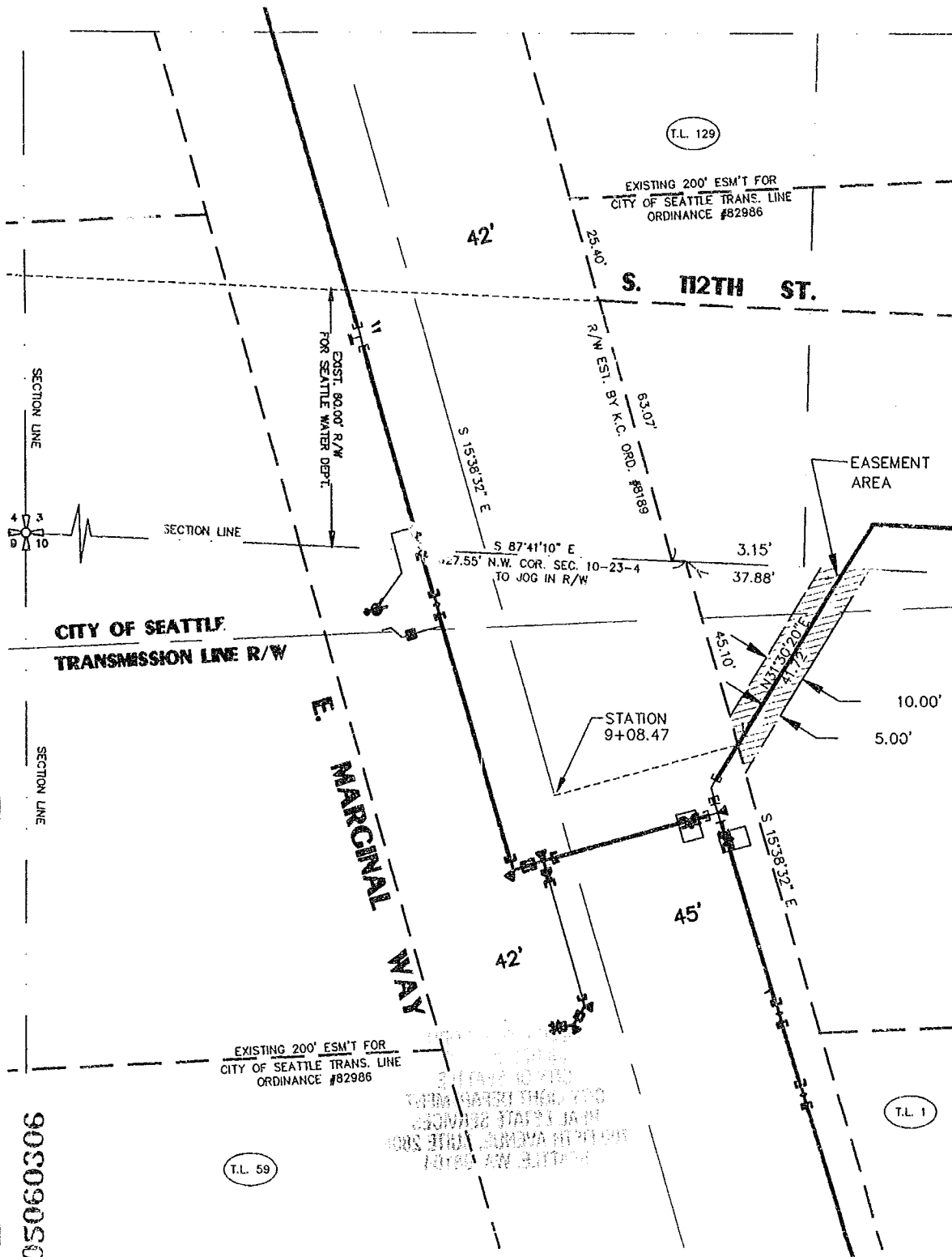
Celia Square
NOTARY PUBLIC in and for the
State of Washington,
residing at Renton cert 78055
My Commission Expires: 8-9-98

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

granted\tukwila.ag1

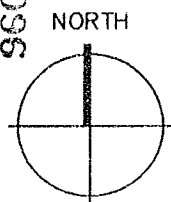
9605060306

EXHIBIT "A" WATERLINE EASEMENT MAP



NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

9605060306



PORTION OF: N.W. 1/4, SEC. 10, AND S.W. 1/4, SEC. 3, TWP. 23N., RANGE 4E., W.M.



Penhallegon Associates Consulting Engineers, Inc.

700 SIXTH STREET SOUTH SUITE 200 KIRKLAND, WA 98033

Engineering
Planning
Surveying

(206) 827-2014

DATE: 12-14-95

JOB NO.: 94413.50

9605060306

FILED FOR RECORD
@ REQUEST OF
CITY OF SEATTLE
CITY LIGHT DEPARTMENT
REAL ESTATE SERVICES
700 FIFTH AVENUE, SUITE 2808
SEATTLE, WA 98104

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
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EASEMENT TRANSMITTAL MEMORANDUM

TO



CITY COMPTROLLER'S OFFICE
SEATTLE MUNICIPAL BUILDING

ATTENTION: Edna Wheaton via MARGARET CARTER May 17, 1996

FROM

SEATTLE CITY LIGHT 07-28-22
RIGHT OF WAY & PROPERTY SECTION 2808 KT

ATTENTION: Ruby Haywood P.M. # 230410-2-304

WE ARE TRANSMITTING FOR FILING A EASEMENT AGREEMENT
(w/copy of Ordinance #118094)

LINE EASEMENT BEARING COMPTROLLER'S FILE NO. _____

FROM CITY OF TUKWILA

AUTHORIZING THE CITY'S USE OF A PORTION OF Section 10, Township 23 North, Range 4 East

AS AN ACKNOWLEDGMENT OF THE RECEIPT OF THIS INSTRUMENT, WILL YOU PLEASE SIGN AND RETURN
TO THE LIGHTING DEPARTMENT THE SECOND COPY OF THIS MEMORANDUM.

ATT: Transmission LINE EASEMENT

(COMP. FILE N/A)

FILED
CITY OF SEATTLE
96 MAY 28 AM 11:59
CITY CLERK

THE SECOND COPY OF THIS MEMORANDUM IS TO BE SIGNED AS A RECEIPT AND RETURNED BY MAIL TO
THE RIGHT OF WAY AND PROPERTY SECTION, SEATTLE CITY LIGHT

RECEIVED FOR THE COMPTROLLER

BY _____

DATE _____

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
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EXHIBIT "A"
EASEMENT AGREEMENT
(Ingress, Egress and Utilities)

P.M.#230410-2-304

THIS AGREEMENT, between the CITY OF SEATTLE, a municipal corporation, hereinafter referred to as the "City", and the CITY OF TUKWILA, a municipal corporation, hereinafter referred to as the "Grantee", WITNESSETH:

That for and in consideration of Nine Hundred Forty-Five and No/100 Dollars (\$945.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns, an ingress, egress and utilities easement for watermain purposes upon, under and across the following described property:

A strip of land 10.00 feet in width over, under and across a portion of the City of Seattle Transmission Line right-of-way as provided for by City of Seattle Ordinance No. 82986, situated in the northwest quarter of Section 10, Township 23 North, Range 4 East, W.M., in King County, Washington, lying 5.00 feet on each side of the following described centerline:

Commencing at the northwest corner of said Section 10; thence South 87°41'10" East, along the north line of the northwest quarter of said Section 10, a distance of 627.55 feet to the easterly margin of East Marginal Way South as established by instrument recorded under King County Auditor's File No. 1004995;

thence South 15°38'32" East, along said easterly margin, 45.10 feet to the TRUE POINT OF BEGINNING of said centerline description (said point of beginning being at Station 9+08.47, Right 45.00 feet per City of Tukwila East Marginal Way South water line replacement drawing by Penhallegon Associates Sheet No. 7 and 31.);

thence North 31°30'20" East, 41.72 feet to the southerly margin of the City of Seattle Water Department Cedar River pipeline right-of-way as established by action of the King County Superior Court under Cause No. 121648, Verdict No. 128 on September 9, 1927 and the TERMINUS said centerline description.

(All as shown on Penhallegon Associates Consulting Engineers, Inc. drawing for Job No. 94413.50 dated 12/18/95, attached as Exhibit "A" and by this reference made a part hereof.)

Subject to the following terms and conditions:

1. The grantee shall construct and maintain the facilities within said easement at its sole cost and expense.
2. The Grantee shall not at any time interfere with the City's access to and over said easement area.
3. No buildings or structures shall be placed on the easement property.
4. The Grantee agrees to assume all liability for any damage caused to the City's transmission line facilities arising out of or resulting from Grantees' use of the herein described property.

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5. Should any of the City's facilities be damaged or disturbed by reason of the construction, maintenance, operation or use of said easement, the City may repair such facilities and the Grantee shall pay the cost of such repair.

6. The Grantee agrees that the City shall not be liable for any loss or damage done to said easement by reason of any construction, maintenance, alteration or improvements performed on said property by the City, its agents or representatives.

7. Grantee covenants and agrees that neither it, nor its contractors or agents, will store, dump, bury or transfer any hazardous substances, flammable materials, inoperable vehicles, chemicals, oils, fuels, or containers for said substances, chemicals, oils, fuels, etc., on the premises; and further agrees to observe all environmental laws of the State of Washington, City of Seattle, or any other governmental subdivision having regulatory authority over such activities on the premises.

8. The Grantee agrees to protect and save harmless the City of Seattle from all claims, actions or damages of every kind and description which may accrue from or be suffered by reason of permittee's use of the right-of-way, or the performance of any work in connection with its use; and in case of any such suit or action being brought against said City, or damages arising out of or by reason of any of the above causes, the permittee shall, upon notice to permittee of commencement of such action, defend the same at permittee's sole cost and expense and will fully satisfy any judgment after the said suit shall have been finally determined, if adversely to the City, excepting any and all claims, actions or damages of any kind which may accrue out of the negligence of the City of Seattle, City Light Department.

9. In the event the easement herein granted be abandoned by the Grantee, its successor and assign, this easement shall terminate and revert to the City, its successor or assign.

IN WITNESS WHEREOF, the CITY OF SEATTLE has caused these presents to be executed by the Superintendent of City Light, thereunto duly authorized, pursuant to Ordinance _____ on this _____ day of _____, 19____.

CITY OF SEATTLE,
a municipal corporation

CITY OF TUKWILA,
a municipal corporation

By: _____
Gary Zarker, Superintendent
City Light Department

By: _____
John W. Rants, Mayor

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STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that GARY ZARKER signed this instrument, and on oath stated that he was authorized to execute this instrument and acknowledged it as Superintendent of City Light of the City of Seattle to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date _____

NOTARY PUBLIC in and for the
State of Washington,
residing at _____
My Commission Expires: _____

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that JOHN W. RANTS signed this instrument, and on oath stated that he was authorized to execute this instrument and acknowledged it as the Mayor of the City of Tukwila to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

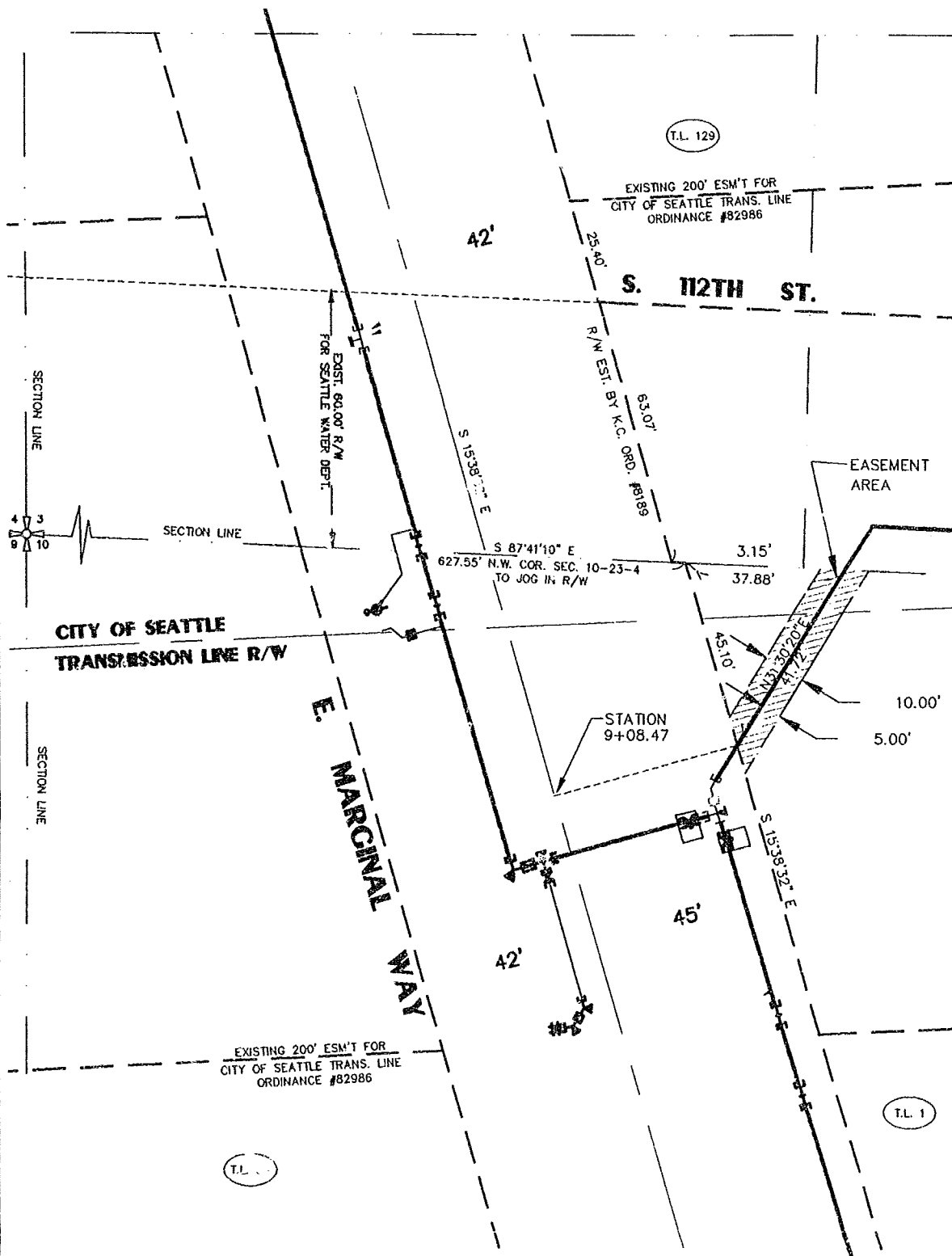
Date _____

NOTARY PUBLIC in and for the
State of Washington,
residing at _____
My Commission Expires: _____

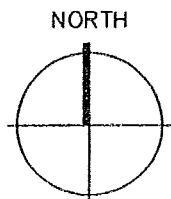
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granted\tukwila.ag1

EXHIBIT "A"
WATERLINE EASEMENT MAP



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SCALE: 1" = 40'

PORTION OF: N.W. 1/4, SEC. 10, AND S.W. 1/4, SEC. 3, TWP. 23N., RANGE 4E., W.M.

LACE

Penhallegon Associates Consulting Engineers, Inc.

Engineering
Planning
Surveying

(206) 027-2014

DATE: 12-18-95

JOB NO.: 94413.50

760 SIXTH STREET SOUTH SUITE 200 KIRKLAND, WA 98033

\\DWG\TUKWILA\4413-EXB.DWG

RECEIVED OMP

MAR 12 1996



Seattle City Light

Gary Zarker, Superintendent
Norman B. Rice, Mayor

March 6, 1996

The Honorable Jan Drago, President
Seattle City Council
600 Fourth Avenue
11th Floor Municipal Building
Seattle, Washington 98104-1873

VIA: Tom Tierney, Director
Office of Management and Planning

Dear Councilmember Drago:

Request for Legislation Authorizing an easement for ingress, egress and utilities over a portion of the City of Seattle's Transmission Line Right-of-Way (P.M.#230410-2-304).

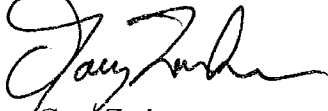
A petition has been received from the City of Tukwila requesting the grant of an easement for ingress, egress and utilities over a portion of the city of Seattle's Transmission Line Right-of-Way in the northwest quarter of Section 10, Township 23 North, Range 4 East, W.M., King County, Washington. The City of Tukwila will construct and maintain potable water main facilities. Seattle City Light has reviewed this request and has determined that the easement will not interfere with the City's use of the right-of-way.

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Honorable Jan Drago, President
March 6, 1996
Page 2

It is, therefore, our recommendation that the petitioner's request be granted and that legislation be passed authorizing the grant of an easement substantially in the form enclosed herewith.

Sincerely,


Gary Zarker
Superintendent

Enclosures: Ordinance
Exhibit A
Sketch

cc: Mayor Norman B. Rice
City Councilmembers
Tom Tierney, Director, Office of Management and Planning
Will Patton, Seattle Law Department

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City of Seattle

Executive Department—Office of Management and Planning

Thomas M. Tierney, Director
Norman B. Rice, Mayor

March 13, 1996

The Honorable Mark Sidran
City Attorney
City of Seattle

Dear Mr. Sidran:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING
DEPARTMENT: Seattle City Light

SUBJECT: AN ORDINANCE relating to the City Light Department, granting an easement for ingress, egress and utilities upon, under, and across the City of Seattle's Transmission Line Right-of-Way in the northwest quarter of Section 10, Township 23 North, Range 4 East, W.M., in King County, Washington (P.M. #230410-2-304).

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation to your office for review and drafting.

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMP. Any specific questions regarding the legislation can be directed to Yazmin Mehdi at 684-8088.

Sincerely,

Norman B. Rice
Mayor

by

Yazmin Mehdi

for Tom Tierney, Director

legis/mehdi54

Enclosure

COPY RECEIVED

MAR 13 1996 3:15

SEATTLE CITY ATTORNEY

White
3/15/96

96-055



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TIME AND DATE STAMP

SPONSORSHIP

THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY
THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

Margaret Rogers

_____	_____
_____	_____
_____	_____
_____	_____

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO:

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
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STATE OF WASHINGTON - KING COUNTY

67423
City of Seattle, City Clerk

--SS.

No. ORDINANCE 11

Affidavit of Publication

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on April 16, 1996, and published here by title only, will be mailed, at no cost, upon request for two months after this publication. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 118094

AN ORDINANCE relating to the City Light Department, granting an easement for ingress, egress and utilities upon, under, and across the City of Seattle's Transmission Line Right-of-Way in the northwest quarter of Section 10, Township 23 North, Range 4 East, W. M., in King County. (King Co. M. #230410-2-304)

ORDINANCE NO. 118095

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Publication ordered by JUDITH PIP-
PIN, City Clerk.

Date of official publication in the Daily Journal of Commerce, May 1, 1996. (67423)

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CTOT:118094-118095

was published on

05/01/96

The amount of the fee charged for the foregoing publication is the sum of \$ _____, which amount has been paid in full.

Subscribed and sworn to before me on

05/01/96

Notary Public for the State of Washington,
residing in Seattle

Affidavit of Publication

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